

**NASHWAUK
CITY COUNCIL
REGULAR AGENDA**

p: 218-885-1210



City of
NASHWAUK
FROM TIMBER TO TACONITE

301 Central Avenue, Nashwauk, Minnesota 55769

City Council

TUESDAY, NOVEMBER 14, 2023

Calvin Saari

Mayor

Brian Gangl

Councilor

Greg Heyblom

Councilor

David Bruns

Councilor

Sheila Jensen

Councilor

**Sellman, Borland, &
Simon**

City Attorney

Kurt Metzger

Police Chief/EMS

April Kurtz

City Administrator/Clerk

Amber Goss

Deputy Clerk

Street Lead

Joe Martire

Fire Chief

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. NOTABLE ITEMS

5. CONSENT AGENDA. The consent agenda gives the Nashwauk City Council a means of handling routine items in one action. However, any one councilor may request that an item be removed and placed on the regular agenda for discussion and consideration.

- a. Approve the minutes of the October 24, 2023, City Council meeting.
- b. Approve claims register #111423 Claim 1 in the amount of \$55,408.73.
- c. Approve claims register #111423 Claim 2 in the amount of \$8,045.70.
- d. Approve Cody Woodman to attend Reid Technique of Interviewing and Interrogation hosted by the Grand Rapids Police Department on April 2-4, 2024, in the amount of \$500.

6. UNFINISHED BUSINESS

- a. Small Cities Development Program Update
- b. East Itasca Joint Sewer Project Update
- c. Follow-up regarding Mesabi Metallica appeal and amicus brief timeframes.

7. NEW BUSINESS

- a. Consider approval of the Application for a Zoning Permit for Joe Klamm at 230 5th Street, Nashwauk to build a 70'x140' commercial metal building on Lot 2, Block 2.

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- b. Consider the nomination of Calvin Saari to serve as a Communities Under 10,000 representative on the Arrowhead Regional Development Commission.
- c. Consider the request from Jason Fillman to install a batting cage structure at the little league field in Nashwauk on city property.
- d. Consider approval of a purchase agreement with R&R Specialties, Inc. for the purchase of a used Zamboni ice resurfacers Model 552, Serial Number 6614 with completed R&R preventative maintenance program and needed repairs in the amount of \$55,000 and estimated freight of \$1,000.
- e. Consider approval of entering a Regional Safety Group through the League of Minnesota Cities for critical safety training to meet state and federal OSHA standards.
- f. Consider approval of a structural review of the Nashwauk City Garage to be completed by Northland Consulting Engineers LLP in the amount of \$1,480.

8. DEPARTMENT & COMMITTEE REPORTS & REQUESTS

a. Fire Department:

- i. Consider approval of a three-year Fire Service Contract with the Nashwauk Township effective November 24, 2023, through December 31, 2026.
- ii. Consider approval of an estimate from M&M Auto Body for equipment for the 2012 GMC 3500 Brush Truck in the amount of \$6,386.74.
- iii. Consider approval of an estimate from M&M Auto Body for equipping the 2012 GMC 3500 Brush Truck with lights, sirens, paint, and decals in the amount of \$6,750.00

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iv. Consider approval of an estimate from Joe's Garage for a sprayed-on bed liner for an 8' box for the 2012 GMC 3500 Brush Truck in the amount of \$569.25.

v. Consider approval of the request from Fire Chief Martire to start an eligibility list for the position of firefighter.

b. Ambulance Service:

i. Discussion regarding the Nashwauk Ambulance Service and options for operations.

c. Police Department:

d. Street Department:

9. COMMISSION & COMMITTEE UPDATES

a. Personnel Committee / Interview Committee

1. Accept the resignation of Jerry Martin as an Operator effective November 26, 2023.
2. Consider approval of posting for the position of Operator without Wastewater/Waterworks requirements.

10. PUBLIC COMMENT. Members of the public are welcome to address the Nashwauk City Council. Please provide your name, brief description of the subject matter, and keep comments to 3 minutes. Rules for public comment are available at the podium.

11. MAYOR AND COUNCIL UPDATES

12. OTHER BUSINESS

13. ADJOURN

**City of Nashwauk
October 24, 2023
City Council Meeting**

Mayor Saari called the meeting to order at 5:30 p.m. in the Council Chambers of City Hall.
Mayor Saari led the Pledge of Allegiance.

Members present: Councilor David Bruns, Councilor Greg Heyblom, Councilor Sheila Jensen, Mayor Calvin Saari.

Members absent: Councilor Brian Gangl.

Also present: Administrator/Clerk April Kurtz, Police Chief Kurt Metzger, Attorney Jaclyn Simon, Wastewater Operator Jason Martire, Fire Chief Joe Martire.

Adoption of Agenda

*Motion by Councilor Bruns, seconded by Councilor Jensen to adopt the agenda of the October 24, 2023, City Council Meeting.

Ayes: all present. Motion carried.

Approval of Consent Agenda

*Motion by Councilor Heyblom, seconded by Councilor Bruns to approve the consent agenda as follows:

- a. Approve the minutes of the October 10, 2023, City Council meeting.
- b. Approve claim register #102423 Claim 1 in the amount of \$27,877.23.
- c. Approve claim register #102423 Claim 2 in the amount of \$9,252.33.

Ayes: all present. Motion carried.

Unfinished Business

East Itasca Joint Sewer Board Update

Mayor Saari shared that the mayors of Calumet and Marble attended the October sewer board meeting. They both expressed strong interest in joining the sewer system. Per engineer John Jamnick, additional ponds won't need to be added but other modifications will be needed.

Mesabi Metallica

Councilor Heyblom stated he and Councilor Jensen attended a luncheon the previous week that Mesabi Metallica hosted. The company shared that they are updating their mining plan because it needs to be reduced to only the property they own, not the former leases.

Renaming Rec Center

As follow-up from the previous meeting, Council received written request from Terry Maciej regarding the renaming of the Nashwauk Rec Center. Mayor Saari deferred the topic to a work session.

New Business

Zoning Permit Applications

*Motion by Councilor Heyblom, seconded by Councilor Jensen to approve the application for zoning permit for IBEW 294 to install a 20' x 8' storage container at 832 1st Street, Nashwauk.

Ayes: all present. Motion carried.

*Motion by Councilor Heyblom, seconded by Councilor Brunson to approve the application for a zoning permit for David Haugen to install 76 linear feet of fencing to the south side of the property at 324 1st Street, Nashwaug.

Ayes: all present. Motion carried.

December Meeting

The regularly scheduled meeting that is scheduled for December 26, 2023, will be held on Wednesday, December 27, 2023.

Recreational Equipment on City Property

The Street Department identified that someone had begun installing suspected recreational equipment on City of Nashwaug property behind the baseball field in the new addition. The equipment had been installed without permission, which consisted of 16 poles drilled into the ground. No utility locates had been completed, which was worrisome because all the electric lines in the new addition were underground. Jason Martire stated that he had spoken to Councilor Gangl, who said that the little league had spoken about installing batting cages, but he did not ask who specifically was doing the work. Councilor Brunson stated that cease and desist signs should be posted at the site. Chief Metzger was asked to determine who was responsible.

Later in the meeting, Chief Metzger stated that he discovered that Jason Fillman was the party responsible for installation of the batting cages. Council asked Chief Metzger to inform Mr. Fillman that he needs to provide a written request before continuing with installation.

Department & Committee Reports & Requests

Fire Department

Brush Truck

Fire Chief Martire stated that the fire department was on the list to get excess vehicles from the DNR. They were able to obtain a 2012 GMC 3500 Brush Truck from the DNR. The existing brush truck was on loan from the DNR and would need to be returned. However, this brush truck will be owned by the city. The Nashwaug Fire Relief approved paying for this vehicle if the Council approves.

*Motion by Councilor Heyblom, seconded by Councilor Brunson to approve the purchase of a 2012 GMC 3500 Brush Truck from the DNR in the amount of \$14,000, a purchase that will be reimbursed by the Nashwaug Fire Relief Association.

Ayes: all present. Motion carried.

*Motion by Councilor Brunson, seconded by Councilor Heyblom return the 1986 GMC Brush Truck to the DNR upon delivery of the 2012 GMC Brush Truck.

Ayes: all present. Motion carried.

Pump Testing Failing

*Motion by Councilor Heyblom, seconded by Councilor Brunson to approve repairs to E1 and E2 in the amounts of \$2,396.54 and \$2,111.82 respectively from MacQueen Equipment.

Ayes: all present. Motion carried.

Ambulance Service

Police Chief Metzger stated that he would be meeting with the EMSRB on Nov 1 to discuss the ambulance service and options the city has after Essentia Health declined making an offer on running the service.

Police Department

Chief Metzger stated that the Police Department had completed a vehicle forfeiture last year and a settlement had just been finalized with the party's insurance company. The Nashwauk Police Department received around \$16,000 from this forfeiture. Plus, through the settlement, the insurance company determined that they did not want the vehicle back, which means the department will be able to auction the vehicle off for parts.

Street Department

Jason Martire stated that he wanted to continue the conversation about getting the street department in the Rec building by next year. The department is working on obtaining costs for getting an ice rink set up outside. He noted they can probably still use the existing boards for outdoor use.

Councilor Heyblom suggested obtaining a structural engineer to review the street department building to understand the condition of the building. Fire Chief Martire asked the Council to start the facility space discussions again because the fire department still needed more space.

Zamboni discussions

Jason Martire had obtained two quotes for Zambonis, which were in the packet. One was a 1999 for \$55,000 and the other was a 2007 for \$75,000. He stated that he hadn't confirmed with the company if either model would be ready for delivery this year yet.

Nashwauk Public Utilities Commission Update

Councilor Heyblom stated the Commission approved rate increases for water and sewer starting in 2024. The water rate will increase by 3% and the sewer rate by 4.5%. The Commission tabled an electrical rate increase until the next meeting because their consultant was able to meet next month. The Commission also approved the purchase of up to \$50,000 worth of transformers to use for future projects and upgrades. He noted that there was currently a 40-week lead time on transformers.

Negotiation Committee

*Motion by Councilor Jensen, seconded by Councilor Bruns to approve Resolution 2023-12 Approving the Tentative Agreement between AFSCME representing the Public Works and Deputy Clerk bargaining unit for the calendar years 2024-2026.

Roll call: Ayes—Councilor Bruns, Councilor Heyblom, Councilor Jensen, Mayor Saari. Resolution approved.

Mayor and Council Updates

Closed Session

*Motion by Councilor Jensen, seconded by Councilor Heyblom to convene to closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3 (b) to discuss pending litigation at 6:03 p.m.

Ayes: all present. Motion carried.

*Motion by Councilor Heyblom, seconded by Councilor Bruns to convene from closed session at 6:45 p.m.

Ayes: all present. Motion carried.

Adjourn

The meeting was adjourned at 6:57 p.m.

CITY OF NASHWAUK

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*Claim Register©

111423claim1

November 2023

Claim Type

Claim# 0 AT&T

Cash Payment E 100-42200-321 Phone/Internet 9/26-10/25/23 fire ipads \$128.98
 Invoice 031223x11032023

Cash Payment E 100-42100-321 Phone/Internet 9/26-10/25/23 chief & squad phones \$103.49
 Invoice 031223x11032023

Cash Payment E 650-48000-321 Phone/Internet 9/26-10/25/23 trans phone & amb ipads \$74.50
 Invoice 031223x11032023

Cash Payment E 660-48660-321 Phone/Internet 9/26-10/25/23 trans phone & amb ipads \$74.51
 Invoice 031223x11032023

Cash Payment E 601-49000-321 Phone/Internet 9/26-10/25/23 locator \$14.91
 Invoice 031223x11032023

Cash Payment E 602-49020-321 Phone/Internet 9/26-10/25/23 locator \$14.91
 Invoice 031223x11032023

Cash Payment E 603-49030-321 Phone/Internet 9/26-10/25/23 locator \$14.91
 Invoice 031223x11032023

Cash Payment E 603-49333-321 Phone/Internet 9/26-10/25/23 mega equipment \$1,175.99
 Invoice 031223x11032023

Cash Payment E 603-49333-321 Phone/Internet 9/26-10/25/23 internet joint sewer \$161.92
 Invoice 031223x11032023

Transaction Date 11/7/2023 Due 11/7/2023 Checking Account 10100 Total \$1,764.12

Claim# 0 BLUE CROS BLUE SHIELD - RETIRE

Cash Payment E 100-49240-130 Employer Paid Health Ins/ dec 2023 retiree ins prems \$973.00
 Invoice

Transaction Date 11/9/2023 Due 11/9/2023 Checking Account 10100 Total \$973.00

Claim# 0 CAMPLIFE, LLC Ck# 007068E 11/7/2023

Cash Payment E 100-45100-325 Dues & Maintenance Plan nov 2023 camping reservation mgmt system \$195.00
 Invoice 17108208

Transaction Date 11/7/2023 Checking Account 10100 Total \$195.00

Claim# 0 CARQUEST

Cash Payment E 100-43100-273 2005 Ford Pickup blower for heater \$124.98
 Invoice 197358

Transaction Date 11/7/2023 Due 11/7/2023 Checking Account 10100 Total \$124.98

Claim# 0 CITY OF HIBBING

Cash Payment E 650-48000-470 Intercepts Intercepts \$4,000.00
 Invoice 287503-33008

Transaction Date 11/8/2023 Due 11/8/2023 Checking Account 10100 Total \$4,000.00

Claim# 0 CULLIGAN WATER

Cash Payment E 100-41400-210 Operating Supplies water for the office \$49.65
 Invoice

Transaction Date 11/8/2023 Checking Account 10100 Total \$49.65

Claim# 0 FUSIONTECH LLC

Cash Payment E 100-42100-326 IT Services oct 2023 IT services \$562.50
 Invoice nashwauk-10-23

Cash Payment E 100-41400-326 IT Services oct 2023 IT services \$937.50
 Invoice nashwauk-10-23

Transaction Date 11/8/2023 Checking Account 10100 Total \$1,500.00

CITY OF NASHWAUK

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*Claim Register©

111423claim1

November 2023

Claim#	0 GRABKO, NANCY					
Cash Payment Invoice	E 700-46375-210	Operating Supplies	deed grant administration		\$1,040.00	
Transaction Date	11/8/2023	Checking Account	10100	Total	\$1,040.00	
Claim#	0 INSIGHT PUBLIC SECTOR, INC					
Cash Payment Invoice	E 100-41400-326	IT Services	IT items - watchguard		\$491.38	
Cash Payment Invoice	E 601-49000-326	IT Services	IT items - watchguard		\$122.85	
Cash Payment Invoice	E 602-49020-326	IT Services	IT items - watchguard		\$122.85	
Cash Payment Invoice	E 603-49030-326	IT Services	IT items - watchguard		\$122.84	
Cash Payment Invoice	E 604-49040-326	IT Services	IT items - watchguard		\$122.84	
Transaction Date	11/8/2023	Checking Account	10100	Total	\$982.76	
Claim#	0 ITASCA COMPUTER RESOURCES I					
Cash Payment Invoice	E 100-41100-326	IT Services	2023 Qtrly email svc		\$185.91	
Cash Payment Invoice	E 650-48000-326	IT Services	2023 Qtrly email svc		\$92.96	
Cash Payment Invoice	E 660-48660-326	IT Services	2023 Qtrly email svc		\$92.96	
Cash Payment Invoice	E 601-49000-326	IT Services	2023 Qtrly email svc		\$46.47	
Cash Payment Invoice	E 602-49020-326	IT Services	2023 Qtrly email svc		\$46.47	
Cash Payment Invoice	E 603-49030-326	IT Services	2023 Qtrly email svc		\$46.48	
Cash Payment Invoice	E 604-49040-326	IT Services	2023 Qtrly email svc		\$46.48	
Transaction Date	11/8/2023	Due 11/8/2023	Checking Account	10100	Total	\$557.73
Claim#	0 ITASCA COUNTY LAND DEPARTME					
Cash Payment Invoice	E 100-41100-410	Lease & Rental	Lease for boneyard, siren, public water access		\$100.00	
Cash Payment Invoice	E 100-41100-410	Lease & Rental	Lease for boneyard, siren, public water access		\$100.00	
Cash Payment Invoice	E 100-41100-410	Lease & Rental	Lease for boneyard, siren, public water access		\$100.00	
Transaction Date	11/8/2023	Checking Account	10100	Total	\$300.00	
Claim#	0 JEFFS RESTROOM TRAILER RENTA					
Cash Payment Invoice	E 100-41410-210	Operating Supplies	handicapped toilet for election		\$100.00	
Transaction Date	11/8/2023	Checking Account	10100	Total	\$100.00	
Claim#	0 JOHN E. REID AND ASSOCIATES					
Cash Payment	E 100-42100-310	Training	Cody Woodman technique of interviewing and interrogation		\$500.00	
Invoice	760cb430-0001					

CITY OF NASHWAUK

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*Claim Register©

111423claim1

November 2023

Transaction Date	11/8/2023	Due 11/8/2023	Checking Account	10100	Total	\$500.00
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Claim# 0 JOHN P. DIMICH

Cash Payment	E 100-41600-304	Legal Fees	October 2023 legal fees		\$412.40
Invoice	3489				

Transaction Date	11/8/2023	Due 11/8/2023	Checking Account	10100	Total	\$412.40
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Claim# 0 L&M SUPPLY

Cash Payment	E 650-48000-150	2020 150 Ambulance	supplies		\$38.97
Invoice					

Cash Payment	E 100-43100-210	Operating Supplies	shop supplies		\$286.85
Invoice					

Cash Payment	E 100-43100-215	Clothing purchases	Lhopke clothing		\$191.97
Invoice					

Cash Payment	E 100-43100-215	Clothing purchases	Lhopke Clothing		\$27.99
Invoice					

Cash Payment	E 100-43100-210	Operating Supplies	work gloves		\$53.98
Invoice					

Cash Payment	E 603-49333-210	Operating Supplies	camera for sewer ponds		\$239.97
Invoice					

Cash Payment	E 100-42200-285	2011 E-1 Rear Mount Pu	antifreeze		\$29.98
Invoice					

Transaction Date	11/8/2023	Due 11/8/2023	Checking Account	10100	Total	\$869.71
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Claim# 0 LAKES AREA PROFESSIONAL SER

Cash Payment	E 700-46375-210	Operating Supplies	final payment Jamie Engel grant work windows, wall, new siding		\$4,000.00
Invoice					

Transaction Date	11/8/2023	Checking Account	10100	Total	\$4,000.00
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Claim# 0 LEAGUE OF MN CITY-BERKLEY

Cash Payment	E 100-49242-360	Insurance	2023 WC final billing		\$4,525.00
Invoice					

Cash Payment	E 650-48000-360	Insurance	2023 WC final billing		\$2,262.50
Invoice					

Cash Payment	E 660-48660-360	Insurance	2023 WC final billing		\$2,262.50
Invoice					

Transaction Date	11/8/2023	Due 11/8/2023	Checking Account	10100	Total	\$9,050.00
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Claim# 0 LINDE GAS & EQUIPMENT INC

Cash Payment	E 100-43100-410	Lease & Rental	oct 2023 ind ace		\$134.79
Invoice	39220023				

Transaction Date	11/8/2023	Checking Account	10100	Total	\$134.79
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Claim# 0 LOWES

Cash Payment	E 601-49000-210	Operating Supplies	supplies		\$405.72
Invoice					

Cash Payment	E 100-45100-210	Operating Supplies	pavilion repairs and winterizing		\$101.83
Invoice					

Cash Payment	E 100-43100-210	Operating Supplies	shop supplies		\$249.04
Invoice					

Cash Payment	E 100-41940-210	Operating Supplies	salt for sidewalks		\$45.52
Invoice					

CITY OF NASHWAUK

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*Claim Register©

111423claim1

November 2023

Cash Payment E 100-45100-210 Operating Supplies flowers for beautification \$36.92
Invoice

Transaction Date 11/8/2023 Due 11/8/2023 Checking Account 10100 Total \$839.03

Claim# 0 MEDICAREBLUE RX

Cash Payment E 100-49240-130 Employer Paid Health Ins/ Nov 2023 retiree prescription plan \$1,128.00
Invoice

Transaction Date 11/8/2023 Due 11/8/2023 Checking Account 10100 Total \$1,128.00

Claim# 0 MINNESOTA ENERGY RESOURCES

Cash Payment E 100-43100-383 Gas Utilities oct 2023 gas utilities \$232.63
Invoice

Cash Payment E 100-45100-383 Gas Utilities oct 2023 gas utilities \$124.95
Invoice

Cash Payment E 100-41940-383 Gas Utilities oct 2023 gas utilities \$704.94
Invoice

Transaction Date 11/8/2023 Due 11/8/2023 Checking Account 10100 Total \$1,062.52

Claim# 0 MN UI

Cash Payment E 100-45100-308 Unemployment unemployment fees \$221.48
Invoice

Transaction Date 11/8/2023 Due 11/8/2023 Checking Account 10100 Total \$221.48

Claim# 0 NASHWAUK MARKET, LLC.

Cash Payment E 100-42200-210 Operating Supplies overpayment on ems week food supplies -\$24.00
Invoice

Cash Payment E 100-45100-347 Halloween Party 2023 Halloween candy \$696.00
Invoice

Transaction Date 11/8/2023 Due 11/8/2023 Checking Account 10100 Total \$672.00

Claim# 0 NASHWAUK PUBLIC UTILITIES

Cash Payment E 100-45100-380 Utility Services Electric 9/26-10/26/23 utility svc \$3,701.07
Invoice

Cash Payment E 100-42100-380 Utility Services Electric 9/26-10/26/23 utility svc \$232.99
Invoice

Cash Payment E 100-42200-380 Utility Services Electric 9/26-10/26/23 utility svc \$232.99
Invoice

Cash Payment E 650-48000-380 Utility Services Electric 9/26-10/26/23 utility svc \$116.49
Invoice

Cash Payment E 660-48660-380 Utility Services Electric 9/26-10/26/23 utility svc \$116.49
Invoice

Cash Payment E 100-43100-380 Utility Services Electric 9/26-10/26/23 utility svc \$1,208.70
Invoice

Cash Payment E 100-41940-380 Utility Services Electric 9/26-10/26/23 utility svc \$413.09
Invoice

Transaction Date 11/8/2023 Due 11/8/2023 Checking Account 10100 Total \$6,021.82

Claim# 0 PARK STATE BANK - VISA

Cash Payment E 650-48000-151 2012 151 Ambulance oct 2023 gas \$68.38
Invoice

Cash Payment E 650-48000-150 2020 150 Ambulance oct 2023 gas \$207.77
Invoice

Cash Payment E 650-48000-210 Operating Supplies amb clothing \$68.37
Invoice

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*Claim Register©

111423claim1

November 2023

Cash Payment Invoice	E 660-48660-210	Operating Supplies	amb clothing	\$68.37
Cash Payment Invoice	E 660-48660-335	Amb Transfer Meals	oct 2023 trans meals	\$376.72
Cash Payment Invoice	E 660-48660-152	Transfer 152 Ambulance	oct 2023 gas	\$905.37
Cash Payment Invoice	E 100-41410-210	Operating Supplies	election partition	\$55.80
Cash Payment Invoice	E 601-49000-210	Operating Supplies	electric organization items	\$75.91
Cash Payment Invoice	E 100-42100-210	Operating Supplies	misc supplies	\$91.91
Cash Payment Invoice	E 100-42100-312	2022 Chevy Tahoe	new squad outfitting items	\$143.44
Cash Payment Invoice	E 100-43100-273	2005 Ford Pickup	amber light for vehicle	\$86.29
Cash Payment Invoice	E 603-49333-210	Operating Supplies	waders	\$374.00
Cash Payment Invoice	E 603-49333-210	Operating Supplies	misc supplies joint sewer	\$20.46
Cash Payment Invoice	E 100-42100-334	Meetings, Mileage & Lodgi	Bzuehlke meals at training	\$168.07
Cash Payment Invoice	E 100-42100-316	GAS - VEHICLES & EQUI	oct 2023 gas	\$87.97
Cash Payment Invoice	E 100-42100-310	Training	earmuffs for training	\$75.26
Cash Payment Invoice	E 100-42100-312	2022 Chevy Tahoe	printer for tickets	\$410.60
Cash Payment Invoice	E 100-42100-210	Operating Supplies	mouth pieces for intoximeters	\$46.00
Cash Payment Invoice	E 100-42100-355	Forfeiture/DUI Enforceme	posche title	\$26.56
Cash Payment Invoice	E 100-42200-210	Operating Supplies	scooters for ems open house	\$289.46
Cash Payment Invoice	E 100-42200-210	Operating Supplies	hose	\$864.90
Cash Payment Invoice	E 100-42200-210	Operating Supplies	batteries	\$162.29
Cash Payment Invoice	E 650-48000-361	Bank Charges	2023 annual fee	\$50.00

Transaction Date	11/8/2023	Due 11/8/2023	Checking Account	10100	Total	\$4,723.90
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Claim# 0 PARK STATE BANK

Cash Payment Invoice	E 100-41400-361	Bank Charges	nov 2023 cash mgmt fee	\$20.00
Cash Payment Invoice	E 650-48000-361	Bank Charges	nov 2023 cash mgmt fee	\$10.00
Cash Payment Invoice	E 660-48660-361	Bank Charges	nov 2023 cash mgmt fee	\$10.00

Transaction Date	11/9/2023	Due 11/9/2023	Checking Account	10100	Total	\$40.00
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Claim# 0 PAUL BUNYAN COMMUNICATIONS

CITY OF NASHWAUK

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*Claim Register©

111423claim1

November 2023

Cash Payment Invoice	E 100-42100-321	Phone/Internet	Internet for nov 2023	\$63.19
Cash Payment Invoice	E 100-41100-321	Phone/Internet	Internet for nov 2023	\$98.25
Cash Payment Invoice	E 601-49000-321	Phone/Internet	Internet for nov 2023	\$24.56
Cash Payment Invoice	E 602-49020-321	Phone/Internet	Internet for nov 2023	\$24.56
Cash Payment Invoice	E 603-49030-321	Phone/Internet	Internet for nov 2023	\$24.57
Cash Payment Invoice	E 604-49040-321	Phone/Internet	Internet for nov 2023	\$24.56
Cash Payment Invoice	E 100-43100-321	Phone/Internet	Internet for nov 2023	\$107.99
Cash Payment Invoice	E 650-48000-321	Phone/Internet	Internet for nov 2023	\$34.83
Cash Payment Invoice	E 660-48660-321	Phone/Internet	Internet for nov 2023	\$34.84
Cash Payment Invoice	E 100-41100-321	Phone/Internet	phone programming labor	\$48.00
Cash Payment Invoice	E 601-49000-321	Phone/Internet	phone programming labor	\$12.00
Cash Payment Invoice	E 602-49020-321	Phone/Internet	phone programming labor	\$12.00
Cash Payment Invoice	E 603-49030-321	Phone/Internet	phone programming labor	\$12.00
Cash Payment Invoice	E 604-49040-321	Phone/Internet	phone programming labor	\$12.00
Cash Payment Invoice	E 100-45100-321	Phone/Internet	Internet for nov 2023	\$225.03
Cash Payment Invoice	E 100-42200-321	Phone/Internet	Internet for nov 2023	\$20.00
Transaction Date	11/8/2023	Checking Account	10100	Total \$778.38
Claim#	0 PLACKNER TREE CARE INC			
Cash Payment Invoice 8912	E 100-43100-220	Repair/Maint Supply	tree removal and clean up	\$1,200.00
Transaction Date	11/9/2023	Checking Account	10100	Total \$1,200.00
Claim#	0 PRECIOUS PAWS HUMANE SOCIET			
Cash Payment Invoice N.2023.10	E 100-42100-350	Dog Care	Oct 2023 contract fee	\$150.00
Transaction Date	11/9/2023	Due 11/9/2023	Checking Account 10100	Total \$150.00
Claim#	0 PRUDENTIAL FINANCIAL			
Cash Payment Invoice	E 100-49240-131	Employer Paid Life/LTD/E	nov 2023 insurance prems	\$328.17
Cash Payment Invoice	E 100-42100-131	Employer Paid Life/LTD/E	nov 2023 insurance prems	\$94.96
Transaction Date	11/9/2023	Due 11/9/2023	Checking Account 10100	Total \$423.13
Claim#	0 RAMPART LLC			

CITY OF NASHWAUK

11/09/23 10:56 AM

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*Claim Register©

111423claim1

November 2023

Cash Payment	E 100-42100-317	BWC & Taser Equipment	Base audit package		\$1,792.61
Invoice	023010017				
Transaction Date	11/9/2023	Checking Account	10100	Total	\$1,792.61
Claim#	0 RANGE REGIONAL HEALTH SERVIC				
Cash Payment	E 100-42200-305	Medical Fees	Fire dept fit testing		\$3,356.00
Invoice					
Transaction Date	11/9/2023	Due 11/9/2023	Checking Account	10100	Total \$3,356.00
Claim#	0 SELLMAN BORLAND & SIMON PLLC				
Cash Payment	E 100-41600-304	Legal Fees	Oct 2023 legal fees		\$1,916.00
Invoice					
Transaction Date	11/9/2023	Due 11/9/2023	Checking Account	10100	Total \$1,916.00
Claim#	0 SINCLAIR EXPRESS MART				
Cash Payment	E 100-42100-316	GAS - VEHICLES & EQUI	Oct 2023 gas		\$199.94
Invoice					
Cash Payment	E 100-42200-316	GAS - VEHICLES & EQUI	Oct 2023 gas		\$297.04
Invoice					
Cash Payment	E 100-43100-210	Operating Supplies	coffee and other supplies		\$35.38
Invoice					
Cash Payment	E 100-43100-316	GAS - VEHICLES & EQUI	Oct 2023 gas		\$694.52
Invoice					
Cash Payment	E 100-45100-347	Halloween Party	2023 halloween candy		\$649.14
Invoice					
Cash Payment	E 603-49333-316	GAS - VEHICLES & EQUI	Oct 2023 gas		\$339.88
Invoice					
Cash Payment	E 650-48000-150	2020 150 Ambulance	Oct 2023 gas		\$747.63
Invoice					
Cash Payment	E 650-48000-151	2012 151 Ambulance	Oct 2023 gas		\$208.39
Invoice					
Cash Payment	E 660-48660-152	Transfer 152 Ambulance	Oct 2023 gas		\$46.00
Invoice					
Transaction Date	11/9/2023	Due 11/9/2023	Checking Account	10100	Total \$3,217.92
Claim#	0 TJS AUTO REPAIR INC				
Cash Payment	E 660-48660-152	Transfer 152 Ambulance	oil change and inspection		\$63.00
Invoice	14619				
Cash Payment	E 100-42100-314	2019 TAHOE	coolant leak repair		\$931.80
Invoice	14636				
Transaction Date	11/9/2023	Due 11/9/2023	Checking Account	10100	Total \$994.80
Claim#	0 TREASURE BAY PRINTING				
Cash Payment	E 100-42100-210	Operating Supplies	PD parking tickets		\$317.00
Invoice	277722				
Transaction Date	11/9/2023	Due 11/9/2023	Checking Account	10100	Total \$317.00
Claim Type				Total	\$55,408.73

CITY OF NASHWAUK

11/09/23 10:56 AM

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*Claim Register©

111423claim1

November 2023

Pre-Written Checks	\$195.00
Checks to be Generated by the Compute	\$55,213.73
Total	\$55,408.73

NAME	YES	NO	ABSTAIN
1)			
2)			
3)			
4)			
5)			

CITY OF NASHWAUK

11/14/23 10:07 AM

Page 1

***Claim Register©**

111423claim2

November 2023

Claim Type

Claim#	0 AIRGAS NORTH CENTRAL				
Cash Payment	E 650-48000-210	Operating Supplies	oxygen		\$304.52
Invoice	5503081911				
Cash Payment	E 660-48660-210	Operating Supplies	oxygen		\$304.51
Invoice	5503081911				
Cash Payment	E 100-43100-210	Operating Supplies	oxygen		\$327.79
Invoice	9143788878 Project 0				
Transaction Date	11/13/2023	Due 11/13/2023	Checking Account	10100	Total \$936.82
Claim#	0 FLAHERTY & HOOD, P.A.				
Cash Payment	E 100-41600-304	Legal Fees	labor and employment consultation		\$900.00
Invoice	20296				
Transaction Date	11/13/2023		Checking Account	10100	Total \$900.00
Claim#	0 GRABKO, NANCY				
Cash Payment	E 700-46375-210	Operating Supplies	Oct 13-Nov 7 grant admin fees		\$750.00
Invoice					
Transaction Date	11/13/2023		Checking Account	10100	Total \$750.00
Claim#	0 LAKES AREA PROFESSIONAL SER				
Cash Payment	E 700-46375-210	Operating Supplies	final payment Lynn Gangl 321 4th Street		\$5,000.00
Invoice					
Transaction Date	11/13/2023		Checking Account	10100	Total \$5,000.00
Claim#	0 SAARI, CALVIN				
Cash Payment	E 100-41100-334	Meetings, Mileage & Lodgi	mtg w/ Gov Walz re: MM		\$458.88
Invoice					
Transaction Date	11/13/2023	Due 11/13/2023	Checking Account	10100	Total \$458.88
Claim Type					Total \$8,045.70

Pre-Written Check	\$0.00
Checks to be Generated by the Compute	\$8,045.70
Total	\$8,045.70

NAME	YES	NO	ABSTAIN
1)			
2)			
3)			
4)			
5)			



City of
NASHWAUK
FROM TIMBER TO TACONITE

301 Central Avenue, Nashwauk, MN 55769

Phone: (218) 885-1210

Fax: (218) 885-1305

www.cityofnashwauk.com

November 1, 2023

Honorable Governor Tim Walz
130 State Capitol
75 Rev Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Re: The Financial Impact of Mesabi Metallics on the City of Nashwauk Community

For decades, the City of Nashwauk has advocated for the taconite mine operated by Minnesota Steel/Essar/Mesabi Metallics. When talk of a mine started in Nashwauk, the Nashwauk City Council acted in 2012 to annex property where the new mine would be. The City annexed property from Lone Pine Township, Nashwauk Township, and Greenway Township. This was a strategic move for the benefit of the City. With a mine in city limits, it allowed for that property to be subject to city ordinances, controls, and other obligations and benefits. Also, it allowed the City of Nashwauk to extend water, sewer, and electrical services to the mining property. Millions of dollars (mostly grant) were invested in water, sewer, and electric infrastructure to serve this facility. The City was the fiscal agent for many of these funds and these facilities are owned by the City.

During construction, that property is subject to the various taxing authorities and must pay property tax. At this time, the properties owned by Mesabi Metallics have a tax liability to the City of Nashwauk around \$175,000 per year. When the mine is active, the property tax liability ends, and the company will pay production tax. Initial figures provided to the city approximately two years ago by the Department of Revenue's Minerals Tax Office were that the City of Nashwauk would receive \$600-\$700,000 annually in production tax revenue. This figure was based on looking at Mesabi Metallics' mine plan at that time. After the DNR's decision to award state leases to Cleveland Cliffs, those production tax revenues for the City of Nashwauk reduced by an estimated \$550,000 annually because Cleveland Cliffs will not process/produce in Nashwauk or even Itasca County.

Nashwauk also advocates for taconite production in Nashwauk city limits because Mesabi Metallics is an electrical customer of the City. Nashwauk owns and operates its own electrical system, which was expanded to serve the mine. The electrical consumption of mines is significant. In 2015, Nashwauk implemented franchise fees and this large industrial customer is subject to paying 1.5% of their gross electric bill in franchise fees to the city. Electric use is protected data, but general figures of annual franchise fee revenue were estimated to be \$500-\$600,000.

In Fall of 2023, Mesabi Metallica elected to enter into Community Development Contribution Agreement with the City, which provides \$30,000 a month to the City for city services and support. Mesabi Metallica is invested in our community and is a community partner that we hope to have a decades-long relationship with.

The City of Nashwauk has invested decades of time and intentional planning into this mining facility –all for the benefit of the Nashwauk taxpayers. Mesabi Metallica has been their own worst enemy at times. But Nashwauk is invested in seeing a successful mine with taconite production on-site within Nashwauk city limits because it is the best for our taxpayers.

Thank you kindly for your consideration and understanding of our small city's financial situation.

A handwritten signature in blue ink, appearing to read "Calvin Saari".

Calvin Saari
Mayor

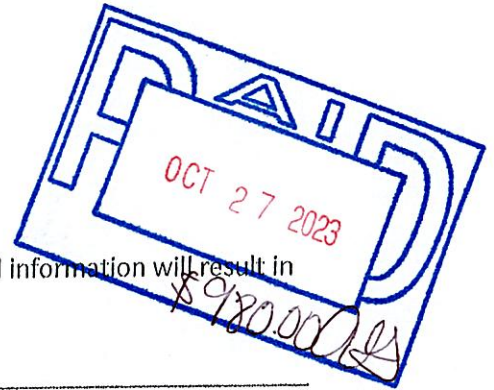
A handwritten signature in blue ink, appearing to read "April Kurtok".

April Kurtok
City Administrator/Clerk/Treasurer

10¢ PER SQ FT

CITY OF NASHWAUK

APPLICATION FOR ZONING PERMIT
(ORDINANCE REFERENCE-SECTION 17)



Please carefully complete this application. Failure to supply all of the required information will result in the application being denied or returned.

Name of Applicant: JOE KLAMM
Mailing Address: 230 5th STREET NASHWAUK MN 55769
Telephone Number: 218-244-8989

1. Legal Description of Property:

095 NASHWAUK City NASHWAUK Industrial Park
SEC 32 TWP 57.0 R9 22 LOT BLK ACRES. 90
LOT 2 BLK 2

2. Property Size: width 144.67 ft. depth 270.04 ft. .90 acres

3. Location of Property: (Address, Street/Road)

5th STREET

4. Existing Zoning Classification: _____

5. Existing or proposed use of the buildings and/or land:

NEW 70'X140' COMMERCIAL METAL BLDG / EQUIPMENT &
MATERIAL STORAGE
9800 SQ FT

6. The number of families, house keeping units, or rental units the building is designed to accommodate: NA

7. Existing conditions on the lot: Empty

8. Include detailed building and plat plans (in duplicate), drawn to scale, showing the actual dimensions and shape of the lot to be built on, the location, size and arrangement of all existing and proposed buildings, structures, driveways and drainage or alterations all in relation to the lot lines.

9. Appropriate fees shall be included and application must be complete to be accepted.

10. Applicant's Signature: [Signature]

11. Date Received (to be filled in by Zoning Office): 10/27/2023

12. Date of Approval or Denial (circle one): _____



October 25, 2023

Calvin Saari

Dear Cal:

This is to let you know that your term on the Arrowhead Regional Development Commission representing Communities Under 10,000 for Itasca County will expire at the end of January 2024. A letter will be sent to Mayors in Itasca County seeking a nomination to fill this position. They will be informed that you are eligible to serve another term.

A completed nomination form will be needed by December 6, 2023 for ratification at the January annual meeting to be held on January 18, 2024. If there are more than one member nominated, a representative will be selected at the Annual Meeting. I am also attaching a copy of a nomination form you can feel free to provide your Council.

Thank you for your time and commitment to the ARDC Commission. We hope you consider serving again.

Sincerely,

Krista Mattila
HR Manager/Board & Commission Coordinator

Enc. Nomination Form

ARROWHEAD REGIONAL DEVELOPMENT COMMISSION (ARDC)
221 West First Street
Duluth, MN 55802
Phone: 218-529-7543 / Fax: 218-529-7592 / E-mail: kmattila@ardc.org

**COMMUNITES UNDER 10,000 REPRESENTATIVE
NOMINATION FORM**

COUNTY OF: Itasca

I hereby nominate the following person as the Communities Under 10,000 representative on the Arrowhead Regional Development Commission:

Candidate's Name/Title: Calvin Saari

City of: Nashwauk

Address: 308 3rd Street, Nashwauk, MN 55769

Phone: 218-969-0151 **Email:** sisuwithsaari@aol.com

Brief Bio (or attach a resume): _____

Civic, Professional, &/Or Community Activities: _____

Nominated By: Nashwauk City Council

Street Address: 301 Central Avenue

City, State, Zip: Nashwauk, MN 55769

Phone No. 218-885-1210 **Email:** akurtock@nashwaukmn.gov

DEADLINE FOR NOMINATIONS TO BE RECEIVED VIA MAIL, FAX OR E-MAIL (above): December 1st, 2023

Wednesday, October 25, 2023

Dear City of Nashwauk,

We would like to formally get permission to build a batting cage structure. This would be located at the Little League field in Nashwauk. It is being funded by the N-k area summer youth baseball fund. We will be using Iron Oaks Fencing as our contractor. Please contact me with any questions or concerns.

Jason Fillman

jfillman00012@yahoo.com

218-969-5862



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shutterstock.com - 105052626

R&R Specialties, Inc



484 Co. Highway VV
Somerset, WI 54025
Ph: 800-729-7465
Fax: 715-247-5741

Purchase Agreement

Date: 11/7/2023

Customer: City of Nashwauk
301 Central Avenue
Nashwauk, MN 55769

Unit Purchased: Used Zamboni Ice Resurfacer Model 552, Serial Number 6614
With completed R&R Preventative Maintenance Program and needed repairs

Purchase Price: \$55,000.00 (plus any applicable sales tax)

Terms: Due Upon Delivery

Warranty: 60 Days, Parts Only

Trade In: None

Freight: FOB, Somerset, WI

Seller: R&R Specialties of WI, Inc.
484 County Road Vv
Somerset, WI 54025

Purchaser: City of Nashwauk
301 Central Avenue
Nashwauk, MN 55769

Signature: 

Printed Name: Andy Heasi

Signature: _____

Printed Name: _____

April Kurtock

From: Edwardson, Ashley <aedwardson@lmc.org>
Sent: Monday, October 9, 2023 3:53 PM
To: cityhall@laprairiemn.com; jcasey@boveymn.gov; banderson@cityofcoleraine.com; April Kurtock; nashwauktwp@hotmail.com; crystalj@cohasset-mn.com; alyssab@cohasset-mn.com; rrogich@cityofcoleraine.com
Cc: Edwardson, Ashley
Subject: New LMCIT Regional Safety Group in your Area!
Attachments: NeoGov 2022.pdf; RSG 2022 Flyer.pdf; SDS Access Flyer 2022.pdf; Value Added Time Ideas (2022).docx

Good afternoon La Prairie, Bovey, Nashwauk, Nashwauk Township, Coleraine, and Cohasset!

I am reaching out on behalf of Keewatin to see if there is any interest in starting a **Regional Safety Group Program (RSG)** with LMCIT! [More Here on the Program](#)

As you know, creating and maintaining policies, coordinating required training, and constantly working to monitor and improve your city's safety record is no small task! This is why the League of MN Cities Insurance Trust (LMCIT) developed the RSG initiative. The program makes it easy to participate in a safety committee that complies with the state and federal Occupational Safety and Health Act (OSHA) and meets your city's needs. The bottom line is that participation in an RSG is a practical and affordable way for cities to get organized and stay on top of your mandated safety programs and policies. There are currently about 38 RSG's around the state.

Keewatin is looking to start a NEW RSG for 2024. The goal for an RSG is that you don't need to travel more than 30 minutes from your own city to attend a meeting, see a [Map of RSGs and Interested Cities Near You!](#)

If you are interested in learning more about the RSG program for your cities Safety Needs, the next step would be to set up a virtual meeting to discuss more about the program and see who is all interested. Please respond to this email if you're interested to set up a meeting!

Fun information about RSGs

What do you get from an RSG? OSHA Training for city staff and also 'Value Added Time' (*time with your trainer in your city addressing your city concerns*). Each RSG member rotates this time so that more areas of concern can be responded to. Along with the valuable safety training, LMCIT covers the cost for a member of an RSG to receive two additional programs for the member city at no cost:

1. NeoGov Online Training
2. SDS Access (an online safety data sheet management system)

Cost and requirements:

- Cities must have 50 or less FTEs and have WC (Workers' Compensation Coverage) through LMCIT
- The minimum number of meetings per year for an RSG is 6. Most RSG's meet 12 times per year but that depends on the needs of the member cities.
- The total cost per meeting is \$1650 BUT, LMCIT will pay \$907.50 of those costs leaving the RSG responsible for \$742.50 per meeting. Then based on the number of cities in to the RSG, that \$742.50/meeting is divided evenly among those entities. Here are a couple examples:

Example Pricing with three Cities in the RSG:

\$1650 per meeting X 8 meetings per year = \$13,200 - \$7,260 (LMCIT picks up) = \$5,940/ 3 cities in the RSG = \$1,980 per year per member city

I have attached a couple of flyers for your review, let me know if you have any questions!

Ashley Edwardson | Loss Control Program Coordinator

Phone: (651) 281-1268 | Mobile: (218) 269-5352

aEdwardson@lmc.org

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103

www.lmc.org | [Facebook](#) | [Twitter](#) | [Podcast](#)

REGIONAL SAFETY GROUPS



For more information, contact:

Ashley Edwardson
LMCIT Program Manager
aedwardson@lmc.org
(651) 281-1268
(218) 269-5352



Regional Safety Groups bring critical safety training right to you and your employees.

Partner with your neighboring communities to get affordable, in-person safety training on topics you choose.

Meet state and federal OSHA standards and keep your staff safe as part of LMCIT's Regional Safety Groups (RSG). As an RSG member, you'll save time and money, and you'll have the opportunity to do the training you want by creating a personalized program.

Here are three reasons to start or join a Regional Safety Group:

- **Get tailored, hands-on training from experienced professionals.** Along with your partner cities in the RSG, you will choose which training topics you want based on areas of need that are most important for your city. LMCIT partners with the Minnesota Municipal Utilities Association (MMUA) to provide experienced safety training consultants who will guide you through each safety training.
- **Receive the most affordable safety training available.** Safety training shouldn't break the bank! Share the cost of training with the other cities in your Regional Safety Group. Plus, LMCIT will cover a portion of the costs.
- **Skip the long drive and work with neighboring cities to create your program.** Partnering with nearby cities gives you the opportunity to share ideas and learn from others' experiences. Together, you will choose dates, locations, and topics for each training.

For more information, visit www.lmc.org/rsginfo

LMCIT is a self-insured membership cooperative that was formed by Minnesota's cities, with the assistance of the League of Minnesota Cities. In addition to providing workers' compensation and property/casualty coverage, LMCIT provides a comprehensive loss control program to reduce the risk of employee injuries and the volume of costly claims.

REGIONAL SAFETY GROUPS



Additional Benefits for Regional Safety Group Members:

In addition to partnering with neighbor cities and reduced costs for your safety training, members of a Regional Safety Group receive free Safety Data Sheets (SDS) management from Damarco' Solutions and free online safety training from NEOGOV Safety Training.

Damarco' Solutions provides you with an online SDS management system. Accessible to you 24 hours a day, you will be able to:

- Keep your information up-to-date by adding new, updating existing, or archiving no longer needed SDS.
- Give an unlimited number of employees access to your data, and distribute SDS to customers or contractors.
- Back up your inventory to ensure compliance with OSHA's Hazard Communication Standard.

NEOGOV Safety Training provides all employees with online safety training.

Access to NEOGOV Safety Training will provide:

- More than 200 online safety courses covering a wide range of topics.
- Engaging online training available anytime, anywhere.
- Ability to assign online trainings, set due dates, and monitor when employees complete courses.

How To Get Started

Are you interested in being part of a Regional Safety Group? Follow these easy steps:

1. Contact Ashley Edwardson to get more information on starting or joining a Regional Safety Group:
Ashley Edwardson
aedwardson@lmc.org
(651) 281-1268
(218) 269-5352
2. Present information to your city for approval to get started.
3. Begin creating your training calendar and working with a trainer.

RSG 'Value Added Time' Options & Ideas

- Mock OSHA inspection/audit
- Safety Policy review and evaluation
- Employee Training Audit
- Research and assist with safety tools & equipment
- OSHA Safety Grant recommendation and assistance
- Federal OSHA and MNOSHA Standards interpretation
- Respiratory Fit Testing
- Personal Protective Equipment Assessment
- OSHA 300 Log assistance
- Ride along - on the spot job training
- Independent Contractor work observations
- Attend 'city specific' safety committee meeting

April Kurtock

From: Jon Aamodt <jon@nce-duluth.com>
Sent: Wednesday, October 25, 2023 2:14 PM
To: April Kurtock
Subject: RE: Structural Review of City Garage

April.

Yes of course, we would be happy to help.

We would work hourly, my estimate would be as follows.

1. Travel and time on site – 4 hours
2. Discussions about the goals / use for the future of building, written report with photos to document conditions, and professional opinion as to the repairs or upgrades needed – 4 hours

So I assume about 8 hours x \$185.00 / hour = \$1480.00 +/- 10%

Please let me know if you have any questions or concerns. Thanks very much

Jon E. Aamodt P.E.
Principal Partner
218-391-5647 (cell)
218-727-5995 (office)



From: April Kurtock <akurtock@NashwaukMN.gov>
Sent: Wednesday, October 25, 2023 12:43 PM
To: Jon Aamodt <jon@nce-duluth.com>
Subject: Structural Review of City Garage

Hello, Jon.

Our City Council is interested in having a structural engineer review our city garage to understand the condition that it is in and if it is worth repairing. You'd recently done some work for us (through Nancy Grabko) and I was wondering if this is something that would fit in your wheel house as well.

The City garage is located at 1 2nd Street, Nashwauk. It was built in 1930. There are two sections, and one portion is in more disrepair than the other. The size is approximately 50' x 120'. Here's a link to additional details: [Itasca Land and Property Details](#).

Is this something you could provide a quote on? Our next Council meeting is November 14. Council would be interested in reviewing a quote and then, if they approve, have you move forward with inspection by the end of the year.

Thank you!

April Kurtock
City Administrator/Clerk/Treas.
City of Nashwauk
301 Central Avenue
Nashwauk, MN 55769
(p) 218-885-1210

**City of Nashwauk, Minnesota
Fire Service Contract
With the Nashwauk Township**

This contract is made and entered into this 24 day of November 2023 ("Anniversary Date") between the City of Nashwauk, Itasca County, Minnesota, 301 Central Avenue, Nashwauk, Minnesota 55769, a public corporation ("City"), and Nashwauk Township, Itasca County, Minnesota, _____, Nashwauk, MN 55769, a public corporation ("Town").

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** Town agrees to purchase from City, and City agrees to provide Town, the following fire-related services:

Check all those that apply.

- | | |
|------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Structural Firefighting | <input type="checkbox"/> Emergency Medical Services |
| <input type="checkbox"/> External Structural Firefighting | <input type="checkbox"/> Fire Scenes |
| <input type="checkbox"/> Interior Structural Firefighting | <input type="checkbox"/> Rescue Scenes |
|
<input type="checkbox"/> Grass/Forest Firefighting |
<input type="checkbox"/> General Medicals |
|
<input type="checkbox"/> General Firefighting | Level of Emergency Medical Response |
| <input type="checkbox"/> Vehicles & Equipment | <input type="checkbox"/> First Responder |
| <input type="checkbox"/> Carbon Monoxide Calls | |
| <input type="checkbox"/> Other Non-Structural Firefighting | |
|
<input type="checkbox"/> Rescue | |
| <input type="checkbox"/> Vehicle & Equipment Extrication | |
| <input type="checkbox"/> General Search & Rescue | <input type="checkbox"/> Hazardous Materials Response |
| <input type="checkbox"/> Confined Space Rescue | |
| <input type="checkbox"/> High Level Rescue | Level of Hazardous Materials Response |
| <input type="checkbox"/> Water Rescue | <input type="checkbox"/> First Responder, Awareness |
| <input type="checkbox"/> Diving/Recovery | |
|
<input type="checkbox"/> Disaster Response | |

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the

available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.

- b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees and volunteer shall not be liable to the Town or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. Payment.

Annual Fire Protection Services

Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following formula:

The annual payment amount shall be based on 3.5 % of the net tax capacity of the Town for the average of three years. The net tax capacity of the entire territory to which City provides fire services as the primary service provider will be considered.

For the purposes of this formula, net tax capacity shall be determined and provided by the Itasca County Auditor's Office. The City Clerk shall annually obtain the net tax capacity figures from the County to calculate the annual payment.

The City will also consider a portion of the Town's utility expenses for Fire Station #2 not to exceed \$1,500 per year.

For reference, the following figures illustrate the Nashwauk Township Net Tax Capacity as provided by Itasca County Auditor's Office:

2020: \$768,089
2021: \$953,809
2022: \$907,182
2023: \$1,175,929

Three Year Average: \$ _____ **x 3.5%** = \$ _____
Net Tax Capacity Fire Protection Service Rate Rate based on net tax capacity

\$ _____ - \$1,500 = \$ _____
Net tax capacity rate Town Utility Expenses Annual Payment for Fire Protection Services

City shall provide Town a written claim for the Payment Amount by February 1 of each year.

- a. **Annual Meeting of Parties.** Town and City may hold a joint meeting annually during the term of this contract at least 60 days before its anniversary date to calculate

the Payment Amount for the upcoming year, discuss Town's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract. The meeting shall be held separately from any regular Town or City meeting and shall be attended by at least a quorum of each party's governing body.

3. **Service Territory.** City shall provide fire services as indicated in this contract to the area in Town described below and/or as indicated on a map which is attached hereto and made part of this contract.
4. **Term.** This contract shall commence on the effective date indicated above and shall expire 12/31/2026 unless terminated earlier as provided herein.
5. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
 - a. Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory;
 - b. Upon request, disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
 - c. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
6. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:
 - a. Promptly pay City the Payment Amount as indicated above for service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
 - b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount;" and
 - c. Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed Town shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

7. **Insurance Requirements.** City shall maintain general liability insurance for its services and shall include Town as an additional insured for the term of this contract and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as

amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.

8. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
9. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
10. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
11. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
12. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120-day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City administrator or City clerk if there is no City administrator, and notice to Town shall be served on the Town clerk.
13. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

14. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

15. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

City of Nashwauk

Nashwauk Township

By its Mayor:

By its Chairperson:

Signature

Signature

Print Name

Print Name

Date

Date

Clerk

Clerk

**M&M Autobody**

332 1st street
Nashwauk, MN 55769
(218) 885-3767
estimates@mmautobody.us

Estimate

ADDRESS
City of Nashwauk
301 Central Ave
Nashwauk, MN 55769
United States

ESTIMATE 1012
DATE 10/30/2023

CATEGORY	DESCRIPTION	QTY	RATE	AMOUNT
Materials & Parts	Whelen Lightbar Package	1	4,586.74	4,586.74T
Materials & Parts	Whelen Liberty Duo Lightbar With Traffic Advisor	1	0.00	0.00T
Materials & Parts	Whelen WecanX Controller	1	0.00	0.00T
Materials & Parts	Whelen Siren Speaker	1	0.00	0.00T
Materials & Parts	Whelen M4 Lights Front and Rear Corner Lights	4	0.00	0.00T
Materials & Parts	Freight included in package	1	0.00	0.00T
Labor	Warning system	15	120.00	1,800.00
SUBTOTAL				6,386.74
TAX				0.00
TOTAL				\$6,386.74

Accepted By

Accepted Date



M & M AUTO BODY

You Put It In We Take It Out!
mmautobody44@gmail.com
332 1st St, Nashwauk, MN 55769
Phone: (218) 885-3767
FAX: (218) 885-1274

Workfile ID: d6bee514
PartsShare: 7CZ9vH
Federal ID: 41-1707021

Preliminary Estimate

Customer: Nashwauk Fire

Job Number:

Written By: Mark Marinaro

Insured: Nashwauk Fire
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Nashwauk Fire

Inspection Location:
M & M AUTO BODY
332 1st St
Nashwauk, MN 55769
Repair Facility
(218) 885-3767 Business

Insurance Company:

VEHICLE

2012 GMC Sierra 3500 HD Work Truck Regular Cab 133.7" WB 4WD 2D P/U 8-6.6L Turbocharged Diesel Direct Injection

VIN: 1GT322C85CZ321505
License:
State: MN

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:

Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes

DECOR

Dual Mirrors
Tinted Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Message Center
Climate Control

RADIO

AM Radio
FM Radio
Stereo
Search/Seek

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Positraction

SEATS

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Rear Step Bumper
Trailer Hitch
Trailer Package
Dual Rear Wheels

Preliminary Estimate

Customer: Nashwauk Fire

Job Number:

2012 GMC Sierra 3500 HD Work Truck Regular Cab 133.7" WB 4WD 2D P/U 8-6.6L Turbocharged Diesel Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Complete Repaint from Green to Red		1			45.0
2	PICK UP BOX						
3	*	R&I Box assy GMC				4.0	
4	*	Rpr RT Side panel GMC				6.0	0.0
5	*	Rpr LT Side panel GMC				6.0	0.0
6	*	Rpr Tail gate w/o tail gate assist				2.0	0.0
SUBTOTALS					0.00	18.0	45.0

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				0.00
Body Labor	18.0 hrs	@	\$ 70.00 /hr	1,260.00
Paint Labor	45.0 hrs	@	\$ 70.00 /hr	3,150.00
Paint Supplies	45.0 hrs	@	\$ 52.00 /hr	2,340.00
Subtotal				6,750.00
Grand Total				6,750.00

MyPriceLink Estimate ID / Quote ID:

1148284843642068992 /

MN ST 60A.955 - A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

Preliminary Estimate

Customer: Nashwauk Fire

Job Number:

2012 GMC Sierra 3500 HD Work Truck Regular Cab 133.7" WB 4WD 2D P/U 8-6.6L Turbocharged Diesel Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GH11, CCC Data Date 11/08/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



Position Requisition Form

CITY OF NASHWAUK

DATE: 11-8-23

DATE OF OPENING: 11-14-23

OPEN POSITION: Fire fighter


HIRING LEAD NAME: J. Martine

POSITION POSTING (Check all that apply) ☒ INTERNAL ☒ EXTERNAL

SHORT DESCRIPTION OF POSITION:

~~Fire~~ Fire fighter

ADDITIONAL POSTING REQUESTS:

Find People 

Please note that the position will be posted in the Scenic Range News Forum. Please indicate above if there are other websites or means of posting you would like used.

_____: Checked/updated job description



November 8, 2023

Mayor and City Council Members

Re: A financial outline of the Nashwauk Ambulance Service and feedback from the EMSRB regarding potential options.

The Nashwauk Ambulance Service has been operating at a deficit for the last three years. In 2021, the ambulance funds showed a deficit of \$102,371. In March of 2022, per the recommendation of the auditors and the ambulance billing company, the City raised ambulance run rates. At that time, the estimate was that it could bring in another \$80,000 in revenue, depending on the insurance provider of the patients. By the end of 2022, the ambulance funds showed a deficit of \$52,120 and the net position of the funds reduced by \$125,000. As of the time of this memo, the profit & loss statement for 2023 reflects a YTD loss of \$120,441.

The City Council met with financial consultant, Mike Bubany in August of 2023. Mr. Bubany's recommendation for the Council was to have a discussion with Itasca County to see if they would increase the subsidy for the ambulance service. Alternately, if the County wouldn't, the City may need to consider levying to sustain the ambulance service. In September 2023, Police Chief/EMS Coordinator Kurt Metzger made the request to the County that they increase the subsidy. Itasca County's HHS Director, Eric Villeneuve confirmed on October 25, 2023, that, "The Board has set their 2024 proposed levy, with no changes to the Ambulance Contract Amounts."

After much deliberation, the Nashwauk City Council was adamant that they would not levy for the ambulance service, as it puts the entire financial burden and deficit on the Nashwauk taxpayers. In 2022, there were 791 runs completed by the service. 266 of these calls were to a location with a Nashwauk zip code, which is 33.6% of overall calls for service. Placing a levy on the Nashwauk taxpayers puts 100% of that burden on the Nashwauk taxpayers.

The Council has discussed the pros and cons of establishing a taxing district for the purpose of supplementing the Nashwauk Ambulance Service. With this, Nashwauk would invite all government entities that are within the Primary Service Area (PSA) to join and form this new taxing district. These governmental entities consist of Nashwauk, Nashwauk Township, Marble, Calumet, Lone Pine Township, Goodland Township, Greenway Township, and Unorganized areas to the north. None of these entities are required to join a taxing district. So, if all within the PSA don't join a taxing district, then the tax burden is still not spread equally among the PSA. Then,

the taxing district itself is an independent entity that can determine how much they will levy (or not levy). The taxing district board may use these funds for the benefit of ANY provider group in the taxing district, which means the district could provide all the levy to Greenway First Responders, for example. The district would not be required to provide any levied funds to support the Nashwauk Ambulance Service.

On November 1, 2023, Police Chief Kurt Metzger, Mayor Calvin Saari, Councilor Sheila Jensen, and myself met with Charles Soucheray EMS Specialist from the EMSRB. We discussed the Nashwauk Ambulance Service and the financial difficulties the City has been experiencing with the service. Mr. Soucheray, who was familiar with our service, but not well versed in all the specific obstacles and considerations that the City has faced and made over the years, outlined best practices and standards for an ambulance service of this size. His recommendations reassured the City staff because, short of a taxing district or directly asking the other entities within the PSA to subsidize the service, the City has done everything that EMSRB recommended as best practice.

Ultimately, what Mr. Soucheray recommends for the Nashwauk Ambulance Service is:

- Revert back to a full-time EMS Coordinator and rely on paid-on-call employees to fill the remaining shifts because for a service our size with our call volume, a full-time staff model is not compatible.
- Reduce the number of vehicles in the service to reduce costs.
- Update policy to allow paid-on-call staff to respond to calls within 10-15 minutes.
- Rely on "volunteer" labor or subsidies. (Statute refers to any employee earning under \$6,000 annually as a volunteer.)

If this doesn't work, or the Council is uninterested in making these changes, then two options become available, which are transferring of the license or closing of the license. Mr. Soucheray outlined these options:

1. **Transfer the license** – If the city finds another entity willing to provide ambulance service, the city could transfer the license to a new owner. Transfers require board review and approval and if the city transfers the license to another entity that is already licensed in Minnesota, that could reduce the number of questions. If the city tries to transfer the license to some new entity, I would anticipate the board taking a much more conservative approach, which could delay approval for an extended period of time and it may be simpler for the new entity to just apply for a new license covering the current Nashwauk PSA.
2. **Close the license** – If the city decides to close the license, this is something that should be decided sooner, rather than later. The city should notify its neighboring services of the decision to begin conversations about the PSA. The EMSRB would facilitate meeting with neighboring services to redistribute the PSA. We would also work with the sheriff's office and the PSAP coordinator to ensure their maps and the PSA maps match. This

process can be labor intensive so the earlier we can start the process the better. If the ambulance service closes and some staff wish to continue to be of service to the community, you could become a first responder group and continue to provide that initial care before the ambulance service can arrive. This is not something we regulate, but the MRU would work with the city and county PSAP to establish a dispatch process.

Also worth noting, Mr. Soucheray stated that all NE Minnesota ambulance services struggle financially and with staffing because the population in this area is low. Additionally, 60-70% of the demographics within the Nashwauk PSA are covered by Medicare. The Medicare reimbursement for any call, no matter how many medications are used, how many life-saving measures are implemented, how many loaded miles are driven, is reimbursed at \$450/run.

Regards,



April Kurtsock
City Administrator/Clerk/Treasurer

Example

REQUEST FOR PROPOSALS

City Ambulance Services

Effective April 1st, 2022.

PROPOSALS DUE BY: March 15th, 2022.

LOCATION:

City of Buhl
300 Jones Ave.
Buhl, MN 55713

REQUEST FOR PROPOSALS

City Ambulance Services

City of Buhl, Minnesota

The City of Buhl, Minnesota is requesting proposals for comprehensive ambulance services within the license area effective April 1st, 2022.

The proposals shall be made in accordance with the specifications and must be submitted to the City **no later than 1:00 pm CDT, March 15th, 2022.**

The proposals shall be made on the forms provided in this Request for Proposals (RFP), or on forms identical in content to those contained in this RFP. All completed forms and proposals shall be submitted to:

In Person:

City of Buhl
300 Jones Avenue
Buhl, MN 55713

By Mail:

City of Buhl
PO Box 704
Buhl, MN 55713

By Email:

rpervenanze@cityofbuhlmn.com

Questions and requests for RFP packets should be directed to:

Ryan Pervenanze, City Administrator
City of Buhl
300 Jones Avenue Po Box 704
Buhl, MN 55713
Phone: 218-258-3226
Email: rpervenanze@cityofbuhlmn.com

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I. INTRODUCTION

The City of Buhl seeks to enter into a management contract with a municipality or private service for comprehensive emergency and professional pre-hospital level medical services.

The goal of the City is to provide the best possible services for the residents of the City and surrounding area. The ideal partner would manage, operate, and adhere to all state guidelines without accruing additional cost or work for the City of Buhl.

The specifications contained herein define the service standards and proposal requirements of the comprehensive ambulance service for the City of Buhl.

The City encourages Proposers to submit their best proposal possible. Proposers may alter the requirements within this RFP if proposals explicitly describe the change, rationale and any other implications.

This RFP does not imply, and should not be interpreted to imply, a proposed set of final contract terms. A final contract will be negotiated with the successful contractor. This RFP and the successful proposal will be a basis for these negotiations. The final contract shall supersede and replace this RFP and successful proposal, unless agreed to otherwise.

II. CONTRACTOR SELECTION PROCESS AND SCHEDULE

The Request for Proposals (RFP) and selection schedule will be as follows. These dates are subject to change as the City deems necessary.

Publish RFP	February 18 th , 2022
RFP Submittal Deadline	1:00 pm, March 15 th , 2022
Review of Proposals Received	March 15 th -March 18 th , 2022
Interviews of Finalists	Scheduled as Needed
Council Appointment of Contractor	Week of March 22 nd , 2022
Start Date	April 1 st , 2022

III. GENERAL INFORMATION

- A. The City of Buhl is a small community with a population of approximately 1,000 residents. Buhl is centrally located on the Iron Range roughly halfway between the cities of Hibbing & Virginia.
- B. The City operates under a Council – Administrator form of government. The City Council is the legislative and policy making body of the City, consisting of a Mayor and four City Council members. The City Administrator is the chief administrative officer of the City and is accountable to the City Council for the implementation of Council direction and the administration of all affairs of the City. The City Council meets on the first and third Tuesday of every month.
- C. Current ambulance services are provided by Grand Rapids based Meds 1. It is expected that the new provider would work with Meds 1 to ensure a seamless transition.
- D. There are currently 450 residential units (any structure in which one or more persons reside in up to three dwelling units) and 1 apartment complex within the City of Buhl. The business community mainly consists of Cornerstone Villa nursing home and Care Free assisted living facility.
- E. The Buhl primary service area does approximately (200) 911 calls per year.

IV. INSTRUCTIONS FOR PROPOSAL SUBMITTAL

- A. Proposals must be received by the City no later than 1:00 pm on March 15th, 2022. Proposals may be submitted in-person, by mail or Email. Title email with “Buhl Ambulance Proposal”. Proposals arriving after the specified deadline shall not be accepted.
- B. Proposals will be treated in accordance with MN Statutes 13.591, Subdivision 3 (b), Data Practices Act. Only the company names of Proposers submitting proposals will be made public. All proposal documents shall be held as confidential until the City Council awards a new contract and authorizes staff to execute the new contract.
- C. The City will review the proposals received and may schedule interviews for finalists.
- D. Contractors are prohibited from contacting any representatives of the City Council regarding this RFP or their proposals.

V. PROPOSAL CONTENTS

- A. Title Page – Showing the proposal title, the name of the contractor’s firm, address, telephone number, name of the contact person, and the date.
- B. Table of Contents – Include a clear identification of the material by section and page number.
- C. Identification and Professional Qualifications – The ideal service should have extensive experience in ambulance services.

1. The name, address, phone number and Email of the person who will be responsible for the management and administration of ambulance services of the City.
2. Copy of business license or certifications.
3. Background information concerning the firm, including the number of years in business under this name, and the number and breakdown of personnel in the proposing office.
4. Detailed description of the level of service to be provided (ALS, Part-Time ALS, or BLS).
5. A detailed breakdown of anticipated response times within Buhl's service area.
6. Perceived (if any) cost or obligation on the part of the City of Buhl.
7. Overview of current staffing levels including any shortfalls and remedies to ensure adequate staffing levels.
8. Proposed staffing metrics that would include coverage of the City of Buhl's service area.
9. Overview of emergency rig location and specifically will a rig be stationed at any time within the City of Buhl.
10. Any other relevant or specific information that is applicable.

D. List of References and Potential Conflicts

1. Potential conflicts of interest must be disclosed.

E. Disclosures and Assurances

1. Completed Proposal Form, Affidavit and Information Required of RFP Submitters (Attachment B) – A statement assuring that the signatory making representations in the proposal on behalf of the firm has the authority to do so.
2. Insurance Coverage – Documentation of current insurance coverage and limits, including professional liability insurance, shall be provided with the proposal.

VI. MINIMUM SERVICE REQUIREMENTS

It is the intention of the City that the successful Ambulance Service would contractually agree to the minimum requirements as described below; it is likely that these requirements would subsequently be incorporated into a service contract. As part of the RFP submittal, the Ambulance Service will affirm their commitment to meeting (or exceeding) minimum requirement and describe any pertinent information relative to the minimum requirement:

1. Licensing: The Ambulance Service will adhere to all applicable federal, state and county regulations.

2. Staffing: The Ambulance Service will provide staffing and resources to ensure availability to respond to 911 emergency incidents within the service area at all times, including weekends, holidays, and overnight shifts. Personnel will be appropriately certified and licensed by the State of Minnesota.

3. Coverage and Availability Requirements - 24/7 Coverage: It is the intent of this proposal to ultimately enter into an agreement that ensures the prescribed services will be available on a 24 hour a day basis, seven days a week, and 365 days per year. It is further understood by the Ambulance Service that there will be certain periods of time during the year that service demand will exceed the normal daily call volume. During these heightened periods of emergency 911 incidents the Ambulance Service will rapidly increase its staffing and available ambulances to an appropriate level to meet the new demand.

4. Mutual Aid Requirements. The Ambulance Service will supply a copy of any and all mutual aid agreements entered into by the Ambulance Service. The Ambulance Service agrees to notify the City within 30 days of any revisions, additions or deletion of any Mutual Aid Agreements.

5. Reports: The Ambulance Service shall provide written monthly reports to the City and Council.

6. Termination. Each party may terminate the Contract at any time, without cause, and at its sole discretion upon one hundred and fifty (150) days written notice to the other party. The City may terminate the Contract in the event that the Ambulance Service breaches the Contract or fails to operate its ambulance services within the guidelines of the EMSRB.

7. Billing and Collections: The Ambulance Service will be solely responsible for patient billing and collection services. The Ambulance Service shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

8. Non-Discrimination: The Ambulance Service will make ambulance services available without regard to race, color, creed, religion, national origin, gender, age, disability, public assistance status, sexual orientation, except as may be necessary as a genuine requirement of a specific service. The Ambulance will comply with employment practices whereby no applicant for employment or employee hired shall be discriminated against with respect to that person's hire, tenure, compensation, terms, upgrading conditions, facilities, or privileges of employment by reason of race, color, creed, religion, national origin, age, gender, disability, public assistance status, or sexual orientation, except as may be based upon genuine occupational qualifications.

9. Indemnification: The Ambulance Service (as indemnitor) will be required to indemnify, save, and hold the City, its officers, and employees, agents, successors and assigns harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expense, order, action, loss, damage, cost charge, interest, fine penalty, liability, reasonable attorney and expert fee and related obligations (collectively, the "claims") arising from or related to acts and omissions of the Ambulance Service in its performance under the Agreement, whether direct or indirect including, but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damage to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interests levied, and other charges levied by other federal, state and local

government agencies on the City by reasons on the Ambulance Service's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is limited; provided, however, that the indemnity is not intended to cover claims against the City arising solely of the City's own negligence or intentional misconduct. For purposes of this section, the term "City" shall include the City of Buhl its board members and employees, and its agents and assigns.

VII. SELECTION

- A. The City of Buhl reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost, and to negotiate specific work elements with a respondent into a project of lesser or greater expense and reimbursement than described in the RFP or the respondent's reply.
- B. To the best of its ability, the City will use the following process for its decision-making:
 - 1. City staff will review and analyze the details of the qualified submitted proposals. The City reserves the right to ask Proposers for additional information/clarification to better understand the proposals.
 - 2. Staff will negotiate a contract with the top ranked Proposer. If negotiations with top-ranked Proposer are not successful, the City may then initiate negotiations with the second ranked Proposer, and so on.
 - 3. Once a draft contract has been successfully negotiated, City staff will present its recommendations to City Council. The City Council may then award the contract and authorize staff to execute it.
 - 4. The new contract will commence on April 1st 2022, unless an alternate commencement date is mutually agreed upon by the contractor and the City.
- C. Selection of the firms to be considered shall be based upon, but not limited to, the following criteria:
 - 1. Strength of qualifications of contractor related to the particular needs of the City. Qualifications will include, but not be limited to, the proven capacities of the contractor (and, if any, subcontractor) to meet the operation requirements of the City.
 - 2. The firm's experience with similar contracts and clients.
 - 3. The experience and qualifications of the proposed staff in providing similar services.
 - 4. The extent of involvement by key personnel.
 - 5. The extent to which previous clients have found the firm's services acceptable.
 - 6. Previous City experience with the proposing firm, if any.
 - 7. Cost obligations for the City of Buhl.
- D. Terms and Conditions
 - 1. The City of Buhl reserves the right to cancel or amend the Request for Proposals

at any time. The City of Buhl reserves the right to determine the successful respondent. The City of Buhl reserves the right to reject any or all proposals.

2. The City of Buhl will not be liable for any costs incurred by the firm responding to this request.
3. The contractor shall not assign any interest in this proposal and shall not transfer any interest in the same without the prior written consent of the City of Buhl.
4. For the purposes of the Agreement for Services, the contractor shall be deemed to be an independent contractor, and not an employee of the City. Any and all agents, servants, or employees of the firm or other persons, while engaged in the performance of any work or services required to be performed by the City of Buhl under the Agreement, shall not be considered employees of the City of Buhl and any and all actions which arise as a consequence of any act or omission on the part of the firm, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the City of Buhl.
5. No official or employee of the City of Buhl who exercises any responsibilities in the review, approval or carrying out of the proposal shall participate in any decision which affects his or her direct or indirect personal or financial interest.

Attachment A-Service Area Description

Emergency Medical Services Regulatory Board (EMSRB)

PRIMARY SERVICE AREA

Ambulance Service: BUHL AMBULANCE, BUHL

EMS#: 040

Region: Northeast

Service Level: Basic

The Primary Service area is within the following County or Counties: St. Louis

The Primary Service includes the following Cities: Buhl, Kinney

Townships:

In St. Louis Co.;

T57NR19W - sections 2, 11

T58NR19W - sections 2 through 11, 14 through 23, 26 through 35

T59NR19W - sections 2 through 6, 8 through 11, 14 through 17, 20 through 23,

26 through 29, 32 through 35

T60NR19W - sections 31 through 36

This primary service area is the legal primary service area designated by the EMSRB. Any proposed changes must be reported to the EMSRB for prior approval.

REVISED: 8/97

ATTACHMENT B

Affidavit and Information Required of RFP Submitters

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty of perjury:

- A. That I am the proposer (if the proposer is an individual), a partner with the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- B. That the attached proposal or proposals have been arrived at by the proposer, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposals, designed to limit independent proposing or competition;
- C. That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or official reviewing the proposal or proposals; and
- D. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature

Date

Print Name

Firm Name

Subscribed and sworn to before me this

_____ day of _____, 2022

Signature, Notary Public _____ My commission expires _____, 20____

City of Nashwauk Notice of Proposed Total Budget and Property Taxes

The Nashwauk City Council will hold a public hearing on its budget and the amount of property taxes it is proposing to collect to pay for the cost of services the City will provide in 2024.

All Nashwauk taxpayers are invited to attend the public hearing of the City Council to express their opinions on the budget and on the proposed amount of 2024 property taxes. The hearing will be held during the regularly scheduled City Council meeting on Tuesday, December 12, 2023, which begins at 5:30. The public hearing will begin at approximately 6:00 p.m.

Nashwauk City Hall
301 Central Ave
Nashwauk MN 55769
218-885-1210

CITY OF NASHWAUK
***Check Reconciliation©**
Checking Account
10100 CASH
September 2023

11/02/23 11:37 AM
Page 1

Account Summary

Beginning Balance o 9/1/2023	\$2,073,449.93
+ Receipts/Deposits	\$401,462.57
- Payments (Checks and Withdrawals)	\$424,961.09
Ending Balance as of 9/29/2023	\$2,049,951.41

Cleared	\$2,049,951.41
Statement	\$2,049,951.41
Difference	\$0.00

Cash Balance

Active 100-10100 General Fund	\$606,151.90
Active 125-10100 Economic Development Fund	\$112,948.82
Active 130-10100 CARES Act Relief	\$52,596.08
Active 150-10100 Debt Service -Tower	\$0.00
Active 155-10100 Debt Servie-Bonds Alley, Ind P	\$0.00
Active 175-10100 Capital Improvement Fund	\$8,810.20
Active 203-10100 TIF Development 1-Bank	\$0.00
Active 205-10100 Equipment Fund	\$24,969.18
Active 206-10100 Fire Truck	\$5,474.06
Active 207-10100 Police Relief	\$0.00
Active 208-10100 Fire Relief Association	\$18,074.27
Active 209-10100 Storefront Renovation	\$96,346.79
Active 216-10100 Mining Effects	\$15,210.37
Active 300-10100 Certificates	\$0.00
Active 400-10100 OPEB	\$347,981.17
Active 601-10100 Electric Utilities	\$346,555.44
Active 602-10100 Water Utilities	\$92,118.38
Active 603-10100 Sewer Utilities	\$55,528.67
Active 604-10100 Garbage Utilities	\$13,159.48
Active 606-10100 Storm Sewer	\$22,539.50
Active 610-10100 Sewer District	-\$867.61
Active 620-10100 Minnesota Steel Project	-\$73,957.00
Active 630-10100 Conservation Imprvmnt Program	\$149,373.28
Active 650-10100 Nashwauk Ambulance	-\$5,134.47
Active 660-10100 AMBULANCE TRANSFERS	-\$32,453.91
Active 700-10100 DEED Housing Project	\$25,814.71
Active 800-10100 EDA Project	\$0.00
Active 910-10100 Mesabi Metallica Sub-McCarthy	\$145,089.71
Active 920-10100 Mesabi Metallica Sub-Calumet	\$0.00
Active 930-10100 Mesabi Metallica Water/ Sewer	\$0.00
Cash Balance	\$2,026,329.02

Beginng Balance	\$2,073,449.93
+ Total Deposits	\$410,390.35
- Checks Written	\$457,511.26
Check Book Balance	\$2,026,329.02
Difference	\$0.00